

UB 1



19 Boonton Avenue
Boonton, NJ 07005
Tel: (973) 541-1010
Web: tlc-nj.org

AGREEMENT

BY AND BETWEEN

TOWNSHIP OF HARMONY, County of Warren
A Municipal Corporation of the State of New Jersey
with offices located at
3003 Belvidere Road
Phillipsburg, New Jersey 08865

Hereinafter referred to as "Township"

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

Hereinafter referred to as "Conservancy"

WITNESSETH:

WHEREAS, with the creation of a dedicated source of tax revenue ("Open Space Trust") and an Open Space Committee for the acquisition of open space and an Agricultural Advisory Committee for the preservation of farmland, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township desires to engage The Land Conservancy for the purpose of assisting the Township Committee, the Open Space Committee, and the Agricultural Advisory Committee with a variety of open space services, including (but not limited to) landowner negotiations and the preparation of grant applications as may be required with regard to the possible acquisition of open space and farmland.



NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Township Committee and the Open Space Committee and/or Agricultural Advisory Committee with the services included in Schedule A.
2. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on March 1, 2022 and ending on February 28, 2023.
3. **Total Compensation:** For the scope of services and activities to be rendered during the twelve (12) month period, The Land Conservancy shall be paid a lump sum amount not to exceed \$11,000.00. Payments will be processed through the Township Committee following the end of each quarter as follows:
 - First Quarter.....\$2,750
 - Second Quarter.....\$2,750
 - Third Quarter.....\$2,750
 - Fourth Quarter.....\$2,750
4. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Township Clerk a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies “unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct.”
5. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy’s abilities, and that an orderly transition of all outstanding projects or activities will be made in cooperation with the Township Clerk and the Township will pay The Land Conservancy for all service

rendered through the final date of service at the rate of \$45 per day for each day of service after the end of the preceding quarter.

6. **Ownership of Records:** All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration or termination of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any non-public information.
7. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit "A" which is attached and made a part of this Agreement.
8. **Hold Harmless.** The Township will indemnify and hold harmless The Land Conservancy and its employees and agents against claims and expenses (including legal fees and expenses) arising from the performance by The Land Conservancy of its obligations under this Agreement, unless involving gross negligence or willful misconduct by The Land Conservancy or any of its employees or agents, and will pay against invoice any legal fees and expenses incurred by The Land Conservancy or any of its employees or agents in defending against any such claims, against the undertaking by the indemnitee (s) to refund the amount(s) paid in the event of a final binding determination that it, he or she was not entitled to indemnification hereunder. The Township may be entitled to recover from The Land Conservancy amounts paid by the Township hereunder in the event of damages caused the Township by The Land Conservancy or any of its employees or agents and shall not be entitled (in the absence of gross negligence or willful misconduct by The Land Conservancy or any of its employees or agents) to any larger amount in any such case, whether the damage is direct, indirect, consequential or of any other nature.
9. **Arbitration.** This agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this

Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having jurisdiction. The arbitrators shall have no authority to amend this Agreement. One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this _____ day of _____ 2021.

ATTEST: TOWNSHIP OF HARMONY

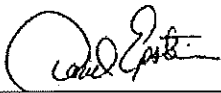
Township Clerk

By _____

Mayor

WITNESS: THE LAND CONSERVANCY OF NEW JERSEY

Barbara N. Davis

By 

David J. Epstein, President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

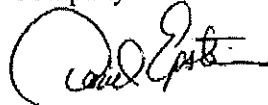
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The Land Conservancy of New Jersey

Company Name



Officer Signature

David J. Epstein, President.

November 8, 2021

Date

(973) 541-1010

Telephone Number

(Rev. 4/2010)



19 Boonton Avenue
Boonton, NJ 07005
Tel: (973) 541-1010
Web: tlc-nj.org

SCHEDULE A: SCOPE OF WORK

TOWNSHIP OF HARMONY: OPEN SPACE ADVISOR

The Land Conservancy of New Jersey will help Harmony Township with the following activities:

1. Negotiation:
 - a. At the Township's request, work with private landowners and negotiate to achieve the best acquisition value for Township. Continue negotiations already begun by the Township and/or The Land Conservancy.
 - b. Work with Township Open Space Committee/Agricultural Advisory Committee to select priority properties to pursue in keeping with Township Open Space Plan, Farmland Preservation Plan, and available funding.
 - c. Staff will conduct landowner meetings, as necessary, to successfully advance the land acquisition project.
 - d. Develop specific acquisition strategies and financing scenarios for priority parcels.
2. Grant Applications:
 - a. When appropriate, encourage landowner applications to the county/ state programs.
 - b. If requested, complete a State Agriculture Development Committee (SADC) site-specific application to the municipal Planning Incentive Grant (PIG) program, including required mapping and technical analyses. The Land Conservancy will complete up to three (3) site specific applications. Additional applications will be completed on fee basis at a rate to be agreed to by the Township and Conservancy.
 - c. When needed and upon request by the Township, prepare the Township's farmland PIG and open space PI applications prior to state deadlines. The Township shall provide to The Land Conservancy both written and verbal notice of its intention to submit an update to its state applications no later than four weeks (4) prior to the deadline for submittal of the application. If the Township does not give adequate notice, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee for services, not to exceed \$500.
 - d. Develop up to three (3) maps, as required by granting agencies for the preservation of land in the Township. Provide other mapping services, such as a new or updated Open Space Map, on a separate fee basis.
 - e. Help the Township prepare up to two (2) land acquisition grant applications for the County Open Space Trust Fund, including the maps required for this grant(s). Coordinate the concept hearing, site visit and formal presentation. The Township shall both written and verbal notice of its intention to submit its county grant application(s) to The Land Conservancy no later than four (4) weeks prior to the County's deadline for submittal of the application(s). If the Township does not give adequate notice to The Land Conservancy, or if the Township requests more



than two (2) applications, or both, then The Land Conservancy reserves the right to charge a fee on top of the currently approved fee for services, not to exceed \$1,000 per grant.

- f. The Land Conservancy will attend up to three (3) Township or County meetings as required for the completion of grant applications.

3. Due Diligence:

- a. Develop any needed municipal resolutions for the completion of open space/farmland projects.
- b. Upon request, manage the due diligence work for Township open space and/or farmland acquisitions in coordination with the Township. This includes obtaining proposals, coordinating work schedules, and reviewing all work products to ensure quality and compliance with government regulations.
- c. Provide ongoing communication and coordination with agencies responsible for land preservation.

4. Funding:

- a. Continue to explore available funding sources to leverage the Township's funding for land acquisition.
- b. Apply for available funding, as appropriate and agreed to by the Township and The Land Conservancy, for land acquisition.

5. Advising:

- a. Respond to regional initiatives as necessary in coordination with the Township Open Space/Agricultural Advisory Committees.
- b. Provide regular progress reports to the Open Space/Agricultural Advisory Committees as needed and upon request.
- c. Discuss and work on open space preservation issues and projects that may arise within the Township.
- d. Staff will attend up to six (6) Open Space/Agricultural Advisory Committee and/or Township Committee meetings, focusing on land acquisition and grant applications. If the Township requests attendance at additional municipal-based meetings, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee.

Dec. P.B. #2

everstream™

FASTER FIBER. BETTER BUSINESS.

11/11/2021

Kelley D. Smith
Municipal Clerk
3003 Belvidere Road
Phillipsburg, NJ 08865
908-213-1600 ext. 10
clerk@harmonytwp-nj.gov

Re: Request by Everstream Solutions LLC ("Everstream") for Municipal Consent from Harmony Township (the "Town") for Everstream's use of the public rights-of-way (the "ROW") that are controlled by the Town.

Dear Ms. Smith,

Everstream formally requests municipal consent from the Township of Harmony so that Everstream may attach or install telecommunications fiber optic cable to existing utility poles or conduits.

Everstream is a telecommunications utility authorized by the Board of Public Utilities to provide telecommunications services within the State of New Jersey (the "State") (the "Authority"). Pursuant to the Authority, Everstream is authorized to locate, place, attach, install, operate, and maintain fiber optic facilities within ROW that is controlled by municipal, county, and state entities for the provision of telecommunications services. As such, and in accordance with N.J.S.A. 48:3-19, we request the Town's consent to locate, operate and maintain fiber optic cable within the ROW controlled by the Township for the provision of telecommunications services. Everstream respectfully requests that such municipal permission be granted within sixty (60) days of receipt of this letter.

Everstream's provision of telecommunications services in the State generally, and specifically in the Town, will result in additional competitive services for local customers. Everstream provides services to (i) other telecommunications carriers, (ii) enterprise and commercial businesses, (iii) municipal governments, (iv) hospitals, and (v) local school districts. Such services provide customers with a network infrastructure which aggregates dark fiber, internet, and backhaul on high bandwidth fiber optic cables that span from corporate campuses, to metropolitan, to inner-city networks.

You or someone with the Town will be contacted to discuss the next necessary steps to Everstream's receipt of the Town's municipal consent. In the meantime, should you have any questions, do not hesitate to contact me at 314-449-5472.

Sincerely,

Gina Pulizzo
Permit Coordinator – National Team
900 Walnut St., Suite 150
St. Louis, MO 63102



Agenda Date: 2/17/21
Agenda Item: IA

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

TELECOMMUNICATIONS

IN THE MATTER OF THE PETITION OF)	ORDER
EVERSTREAM SOLUTIONS LLC FOR APPROVAL TO)	
PROVIDE LOCAL EXCHANGE AND INTEREXCHANGE)	
TELECOMMUNICATIONS SERVICES THROUGHOUT)	
THE STATE OF NEW JERSEY)	DOCKET NO. TE20100653

Parties of Record:

Christian Gartner, Chief Financial Officer, Everstream Solutions LLC
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

Pursuant to the New Jersey Telecommunications Act of 1992, N.J.S.A. Title 48 and Section 253 of the Federal Telecommunications Act of 1996, and by letter dated September 28, 2020, Everstream Solutions, LLC ("Petitioner" or "Everstream") filed a petition ("Petition") with the New Jersey Board of Public Utilities ("Board"). The Petition seeks authority for Everstream to operate as a competitive local exchange carrier ("CLEC") and provide all forms of facilities-based competitive local exchange, interexchange and exchange access telecommunications services to business and wireless customers throughout the State of New Jersey. Petitioner has submitted its financial statements under seal and has filed a sworn affidavit with substantiation for confidential treatment in accordance with the Board's rules for determining confidentiality, N.J.A.C. 14:1-12 *et seq.*, and in compliance with the Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*

BACKGROUND

Everstream is a privately held Limited Liability Company organized under the laws of the State of Ohio and, is a wholly owned subsidiary of Midwest Fiber Acquisition, LLC a New York based Corporation. Petitioner initially filed Article of Organization in the State of Ohio and was formed as 1C Network Services, LLC on September 13, 2012. Petitioner filed Amended and Restated Article of Organization with the State of Ohio changing its legal name to Everstream on February 5, 2014. Petitioner's principal offices are located at 1228 Euclid Avenue #250, Cleveland, Ohio 44115.

Petitioner has submitted a copy of its Amended and Restated Articles of Organization from the State of Ohio and its New Jersey Certificate of Authority to Transact Business in New Jersey as a Foreign Limited Liability Company. Petitioner has authority in the State of Kentucky, Missouri and Ohio, and through its subsidiaries, Everstream GLC Holding Company, LLC, Lynx Network Services, and Rocket Fiber, holds authority to provide telecommunications services in Illinois, Indiana, Michigan, and Wisconsin and is successfully offering telecommunications services in each of those jurisdictions. In addition, Everstream, is in the process of seeking authority to provide telecommunications service in Delaware, Maryland, New Jersey, New York and Pennsylvania.

Petitioner has never been denied or revoked authority to provide service in any other jurisdiction. Petitioner has never filed for bankruptcy nor has it been the subject of any state or federal investigation. And, there are not now, nor have there been, civil or criminal proceedings against the Petitioner in any jurisdiction, including settlements of any proceeding.

Concurrently with this Petition, per letter date November 4, 2020, a Verified Joint Petition was filed by PEG Bandwidth NJ, LLC¹, a Seller and wholly owned subsidiary of Uniti Group Inc. and Everstream, a Buyer for approval for Seller to transfer certain fiber optic assets to Buyer under Docket No. TM20110721. Seller and Everstream entered into an Assets Purchase Agreement on October 20, 2020 Pursuant to which, Buyer will acquire from Seller discrete customer contracts and the telecommunications equipment associated with such customer contracts in a number of state including New Jersey. Upon consummation of the transaction, Everstream will hold the customer contracts and the associated telecommunications equipment used to serve customers in New Jersey upon approval of its petition for authority. None of the customers are residential end users. Instead, all customers are either enterprise or other carriers. The Acquired Assets also include certain unregulated assets that Everstream will acquire from Seller.

Petitioner seeks authority to provide all forms of competitive facilities-based local exchange, interexchange and exchange access private line services to business and wireless customers throughout the State of New Jersey. Petitioner plans to provide this services through the purchase of unbundled network elements, over leased facilities, signing long-term indefeasible right of use to utilize network of Uniti Group, Inc. as well as using its own facilities. Currently Petitioner has no plans to offer local exchange services or long distance calling to residential customers. Hence, Petitioner has not negotiated an Interconnection Agreement ("IA") with incumbent local exchange carrier ("ILEC"). However, in the event that an IA is required, Petitioner will enter into an IA with ILEC and submit the same for the Board approval. Petitioner is a super-regional network service provider bringing fiber-based Ethernet, internet and data center solutions to business throughout the Midwest. Petitioner has more than 10,000 route miles and comprehensive data center connectivity at 100 Giga-byte per second ("Gbps"). Its network allows businesses to operate a converged Internet Protocol ("IP") network capable of delivering robust voice and data services at speeds from 10 to 100 Mega-byte per second ("Mbps"). Petitioner services include point-to-point, point-to-multipoint and multipoint to multipoint dedicated high capacity transmission services that connect one or more customer designated locations and/or to the company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities and is designed, provisioned and priced, accordingly. Hence, the Petitioner's services are custom designed and priced on the individual business application. Petitioner's Plans to manage the network supporting

¹ The Board authorized PEG Bandwidth NJ, LLC to provide facilities-based and resold telephone service with authority to provide local exchange service in *I/M/O Petition of PEG Bandwidth NJ, LLC for Approval to Provide Local Exchange and Interexchange Telecommunications Services throughout the State of New Jersey*, Docket No. TE12040317 (Order of Approval August 15, 2012).

target wireless customers over next one to five years throughout the State of New Jersey where carriers' towers are located. Petitioner plans to post its general terms and conditions on its website at www.everstream.net following the approval of its petition. In its Price Guide ("PG"), the Petitioner will list its terms, conditions, rules, regulations and service descriptions. Petitioner will update its PG for any changes on ongoing basis. The Petitioner services is available 24 hours/day and 7 days/week. The Petitioner maintains toll free number for customer service inquiries.

Petitioner requests a waiver of N.J.S.A. 48:3-7.8 and N.J.A.C. 14:1-4.3 which require that books and records be kept within the State of New Jersey and be maintained in accordance with the Uniform System of Accounts ("USOA"), respectively. For administrative efficiencies, Petitioner requests permission to maintain its books and records in accordance with Generally Accepted Accounting Principles ("GAAP") and to keep all financial books, records, documents and other writings incident to the conduct of Petitioner's business in the State of New Jersey at Petitioner's corporate offices located in Cleveland, Ohio.

By letter dated January 11, 2021, the New Jersey Division of Rate Counsel ("Rate Counsel") submitted comments to the Board stating that, based on its review, Rate Counsel is satisfied that the verified petition meets the regulatory requirements and is consistent with the public interest, convenience, and necessity. Rate Counsel does not object to granting the waiver requests in connection with record-keeping by Petitioner, nor does Rate Counsel oppose Petitioner's request to treat its financial statement as confidential and placed under seal. Accordingly, Rate Counsel does not oppose the Board granting Petitioner's requests or the issuance of a certificate of authority allowing Everstream to provide services in New Jersey if the Board deems it appropriate after its review of Petitioner's application in this matter.

DISCUSSION

On February 8, 1996, the Telecommunications Act of 1996, P.L. 104-104, 110 Stat. 56, codified in scattered sections of 47 U.S.C. § 151 *et seq.*, was signed into law, promoting competition and removing barriers to entry in telecommunications markets by providing that "[n]o State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." 47 U.S.C. § 253(a). The Board, as the State regulatory authority, may impose requirements necessary to protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers on a competitively neutral basis and consistent with universal service. 47 U.S.C. § 253(b).

In considering this petition for CLEC authority to provide telecommunication services, the Board recognizes its obligation not to prohibit entry into intrastate telecommunications markets by qualified applicants. 47 U.S.C. § 253(a). The Board additionally notes, pursuant to the New Jersey Telecommunications Act of 1992, the State policy to "[p]rovide diversity in the supply of telecommunications services", and the Legislative findings that "competition will promote efficiency, reduce regulatory delay, and foster productivity and innovation" and "produce a wider selection of services at competitive market-based prices." N.J.S.A. 48:2-21.16(a)(4),(b)(1) and (b)(3).

Therefore, having reviewed Everstream's Petition and the information supplied, the Board **FINDS** that Petitioner, with respect to its request to provide local exchange and interexchange telecommunications services, is in compliance with the Board's filing requirements to provide landline facilities-based competitive local exchange telecommunications landline services in New Jersey. Accordingly, the Board **HEREBY AUTHORIZES** Petitioner to provide local exchange and

interexchange telecommunications services in the State of New Jersey. These findings and authorization do not pertain to non-CLEC services. Pursuant to N.J.S.A. 48:2-21.19(a)(2) and N.J.A.C. 14:10-5.2, Petitioner shall make the terms and conditions of said service publicly available on its website and shall provide a printed copy of those terms and conditions to a customer upon request.

The granting of such authority conveys certain rights and privileges upon the Petitioner, in its designation as a CLEC in New Jersey, which are reserved for the provision of facilities-based landline services. While CLECs may also provide other telecommunications services, such as wireless, small cell or distributed antenna systems, these service offerings are beyond the scope of Board jurisdiction and the granting of CLEC authority in this Order and generally. Specifically, the Board granting of CLEC authority is limited to the provision of competitive facilities-based local and interexchange services. To the extent that a CLEC provides non-regulated telecommunications services, the CLEC benefits, rights or privileges are not applicable to those non-regulated services.

Regarding Everstream's request that its Financial Statement be treated confidentially, the Board makes no finding and directs that the Financial Statement be considered in accordance with the Board's rules at N.J.A.C. 14:1-12 *et seq.*

The Board **HEREBY ORDERS:**

- 1) Pursuant to N.J.S.A. 48:2-21.19(a)(2) and N.J.A.C. 14:10-5.2, Petitioner shall post the terms and conditions of its retail competitive services on its website in a publicly-available location, and shall also provide a printed copy of those terms and conditions to a customer upon request of the customer.
- 2) Petitioner shall provide notice to the Board of its website link described above that contains the terms and conditions of its competitive local exchange and interexchange telecommunications services to end-use subscribers before commencing/offering retail local exchange services to end-use subscribers. To ensure service quality, Petitioner shall notify the Board within ten (10) days from the date it begins providing such services to New Jersey customers;
- 3) Petitioner shall provide notice to the Board of its website link which contains the terms and conditions of its Legacy 9-1-1, E-9-1-1 and NG9-1-1 service to ensure that Petitioner's owned/leased facilities are equipped to provide reliable and functional access to 9-1-1, E-9-1-1 and NG9-1-1 services to subscribers. To ensure service quality, Petitioner shall notify the Board within ten (10) days from the date it begins providing such services to New Jersey customers;
- 4) Pursuant to N.J.S.A. 48:2-16(2)(b), N.J.A.C. 14:3-6.3, and N.J.S.A. 48:2-62, Petitioner shall file an annual report and a statement of gross intrastate revenues from operations form (AR3-1) as of December 31 of each year, which is due on or before March 31 and June 1 of the following year, respectively. If Petitioner does not receive the Board's annual report package from the Division of Audits on or before February 1 of each year, it is Petitioner's responsibility to obtain them from the Board. It is also Petitioner's responsibility to ensure timely filing of these reports. Pursuant to N.J.S.A. 48:2-16.3, if Petitioner fails to file an annual report by the due date, Petitioner shall be subject to a penalty of \$5.00 for each day thereafter until such report is filed;

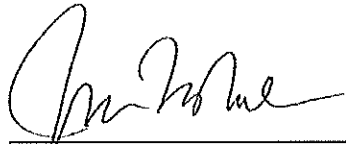
- 5) Failure to comply with this order may result in monetary penalties pursuant to N.J.S.A. 48:2-42, suspension of CLEC authority, and/or revocation of CLEC authority; and
- 6) In accordance with N.J.S.A. 48:2-59, N.J.S.A. 48:2-60 and N.J.S.A. 52:27EE-52, Petitioner is subject to an annual assessment by both the Board and the Division of Rate Counsel, respectively.

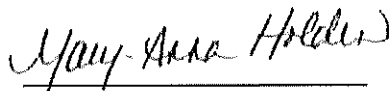
Petitioner additionally requests a waiver of N.J.S.A. 48:3-7.8 and N.J.A.C. 14:1-4.3. Petitioner seeks authority to keep its books and records outside the State of New Jersey and in accordance with GAAP. The request was noticed and unopposed. Upon review, the Board **FINDS** that the Petitioner demonstrated good cause why relief should be granted. Subject to the Petitioner's continuing responsibility to produce such records at such time and place within this State as the Board may designate, in the manner requested, and to pay all expenses or charges incurred for any investigation or examination of these books and records, the Board **GRANTS** its permission to keep records, books, accounts, documents and other writings outside the State of New Jersey pursuant to N.J.A.C. 14:1-15 and waives the USOA requirement at N.J.A.C. 14:1-4.3.

This Order shall be effective February 27, 2021.


DATED: February 17, 2021

BOARD OF PUBLIC UTILITIES
BY:

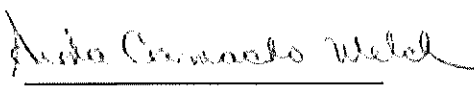

JOSEPH L. FIORDALISO
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

**IN THE MATTER OF THE PETITION OF EVERSTREAM SOLUTIONS, LLC FOR APPROVAL
TO PROVIDE LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS
SERVICES THROUGHOUT THE STATE OF NEW JERSEY**

DOCKET NO. TE20100653

SERVICE LIST

Petitioner & Officer

Brett Lindsey, President & CEO
Everstream Solutions, LLC
1228 Euclid Avenue # 250
Cleveland, Ohio 44115
Blindsey@everstream.net

Christian Gartner, CFO
Everstream Solutions, LLC
1228 Euclid Avenue # 250
Cleveland, Ohio 44115
Cgartner@everstream.net

Division of Rate Counsel

Post Office Box 003
Trenton, New Jersey 08625-0003

Stefanie A. Brand, Esq., Director
sbrand@rpa.nj.gov

Maria T. Novas-Ruiz, Esq.
Mnovas-ruiz@rpa.nj.gov

Department of Law & Public Safety

Division of Law
NJ Department of Law and Public Safety
Richard J. Hughes Justice Complex Public
Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625

Pamela Owen, Chief, DAG
Pamela.owen@law.njoag.gov

Paul Youchak, DAG
Paul.youchak@law.njoag.gov

Board of Public Utilities

44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Aida Camacho-Welch
Secretary of the Board
Board.secretary@bpu.nj.gov

Division of Audits

Alice Bator, Director,
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William.foley@bpu.nj.gov

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**Office of Cable Television and
Telecommunications**

Lawanda Gilbert, Director
Lawanda.gilbert@bpu.nj.gov

Harold Bond, Chief Engineering and Rates
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Counsel's Office

Carol Artale, Esq.
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Lanhi Saldana, Esq.
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Office of Case Management

Karriemah Graham, Chief
Karriemah.graham@bpu.nj.gov



Harmony Township
Warren County, New Jersey
3003 Belvidere Road
Phillipsburg, NJ 08865
www.harmonytwp-nj.gov

Phone
908-213-1600

Fax
908-213-1850

Mayor:
Brian Tipton
Administrator/Municipal Clerk:
Kelley Smith

Deputy Mayor:
Diane Yamrock
Committeeman:
Richard Cornely

November 9, 2021

Robert Lagonera
36 Millbrook Road
Washington, NJ 07882

Dear Rob;

At this time the Harmony Township Committee is considering the renewal of your shared service contract for Animal Control Services between Harmony Township and Washington Township, Morris County. In order for them to proceed with this shared service opportunity they would like you to attend their next Township meeting to discuss and review your services to Harmony Township.

The meeting is being held hybrid, so you can either attend in person or via the Zoom platform on Tuesday, December 7th @ 6:00 p.m.. Please let me know if you are available and how you plan on attending as soon as possible. I can be reached at 908-213-1600 x10 or via email clerk@harmonytwp-nj.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kelley Smith".
Kelley Smith
Township Administrator

NB # 4

**Harmony Township
Warren County, NJ
R:21-51**

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR
PROFESSIONAL SERVICES-SPECIAL ENGINEER SERVICES FOR HARMONY TOWNSHIP**

WHEREAS, the Harmony Township Committee has a need to acquire a Special Engineering Service as a Non-Fair and Open Contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition may exceed \$17, 500; and

WHEREAS, the anticipated term of this contract is 1 year; and

WHEREAS, VanCleaf Engineering Associates has submitted a proposal indicating they will provide the Special Engineering Service for Harmony Township and,

WHEREAS, VanCleaf Engineering Associates has submitted a Business Entity Disclosure Certification which certified that they have not made any reportable contributions to a political or candidate committee in the previous one year, and that the contract will prohibit VanCleaf Engineering Associates from making any reportable contributions through the term of the contract, and

WHEREAS, the required certificate for the availability of funds has been filed by the chief financial officer providing that legally appropriated balances are available to cover the amount of the contract as required by N.J.A.C. 5:30-14.5 and that fees for the aforementioned special engineering services shall be made available by appropriate inclusion in either an annual municipal budget which includes current, revenue sharing and utility provisions, by budget amendments for Federal program spending or by inclusion in an appropriate bond ordinance.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Harmony authorizes the Mayor and Clerk of the Township of Harmony to enter into a contract with VanCleaf Engineering Associates as described herein as special water engineering services on and in behalf of the Township of Harmony for 1 year beginning on this date for the review and resolution of the contaminated water source located at the Harmony Township Recreation Site Public Water System PWSID #NJ2110312;

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in a legally designated publication.

CERTIFICATION

I, Kelley Smith, Municipal Clerk of the Township of Harmony, Warren County, New Jersey is a true and correct copy of a Resolution approved by the Township Committee of the Township of Harmony at a regular meeting held on December 7, 2021.

Kelley Smith, Municipal Clerk



December Committee
+ 2022 Budget
UB#5

755 Memorial Parkway, Suite 110
Phillipsburg, NJ 08865
908-454-3080

November 16, 2021

Kelley Smith, Clerk / Land Use Secretary
Township of Harmony Land Use Board
3003 Belvidere Road
Phillipsburg, NJ 08865

RECEIVED

NOV 16 2021

HARMONY TOWNSHIP
LAND USE BOARD

RE: Proposal for Master Plan Reexamination

Dear Kelley,

As requested, Van Cleef Engineering Associates is providing you with a cost proposal for the required Master Plan Reexamination Report to be completed in 2022. This estimate includes both planning and legal work for the entire project. We would welcome the opportunity to provide additional information and answer any questions at the next Planning Board meeting. If the Board and the Township are amenable to it, this project would qualify for funding under the NJ Highlands Council grant program for which Van Cleef could prepare the grant application for the Township. We have extensive experience working with the NJ Highlands Council and we would recommend exploring this option.

Below is a break out of tasks and their related costs. We propose the entire project not to exceed \$15,000 and we will complete the project within nine (9) months of the acceptance of this proposal.

Thank you very much,

Angela Knowles

Angela Knowles, PP/AICP, LEED-AP
Associate / Director of Planning Services

See Back

OFFICE LOCATIONS

www.vancleefengineering.com

Lebanon, NJ
908-735-9500

Hamilton, NJ
609-689-1100

Toms River, NJ
732-573-0490

Freehold, NJ
732-303-8700

Bethlehem, PA
610-332-1772

Hillsborough, NJ
908-359-8291

Mt. Arlington, NJ
862-284-1100

Phillipsburg, NJ
908-454-3080

Doylestown, PA
215-345-1876

Leesport, PA
610-670-6630

COST PROPOSAL FOR HARMONY TOWNSHIP
2022 MASTER PLAN REEXAMINATION

Task	Description	Hours	Cost
1	Background Document Collection & Review	28	\$2,670.00
	Review Master Plan along with the various other plans and reports that have been drafted since the last Master Plan (Redevelopment Plans, Zoning Ordinance Changes, Housing Element & Affordable Housing Plan, 2010 & 2020 Census Data, etc.) to determine what has been accomplished and what recommendations can be made to further implement the goals set forth in the Master Plan.		
	Review zoning to determine where recommended best and highest uses are proposed in the town.		
	Collect GIS data and organize data in preparation for map creation.		
2	Mapping	14	\$1,226.00
	Prepare land use and zoning maps for any recommended changes in the Reexam report.		
3	Master Plan Reexamination Report Preparation	60	\$5,976.00
	Prepare Master Plan Reexamination Report that includes the required analysis of the Master Plan, Zoning Ordinance, existing and proposed Land Uses, changing Demographics, as well as existing and potential new Redevelopment Areas in the Township. Make recommendations for changes to Zoning Ordinance, if needed.		
	Legal Review of Draft and Final Report; Legal support at public meetings		
4	Public Outreach	32	\$3,224.00
	In conjunction with PB work session, hold a public meeting to get input from residents and business owners on the master plan and any recommended changes.		
	Prioritize land use issues with Planning Board and public.		
5	Meetings	12	\$1,432.00
	1-2 Planning Board work sessions		
	1-2 Planning Board regular meetings		
	Totals	146	\$ 14,528.00

Not to exceed \$15,000.00

1 B 46

RESOLUTION ADOPTING THE WARREN COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

R21-52

WHEREAS, the Township of Harmony, NJ, has experienced natural hazards that result in public safety hazards and damages to private and public property and;

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offer the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risks and;

WHEREAS, the New Jersey Office of Emergency Management has provided federal mitigation funds to support development of an updated mitigation plan and;

Whereas, a Multi-Jurisdictional Hazard Mitigation Plan has been developed by the County Department of Public Safety and Mitigation Planning Committee and;

Whereas, the Multi-Jurisdictional Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time will help minimize and reduce safety threats and damage to private and public property and;

WHYEREAS, the draft plan was provided to each participating jurisdiction through a website hosted by Michael Baker International, Inc. (Michael Baker), the contracted vendor assisting with the planning process. Links were links also posted on the Department of Public Safety website so as to introduce the planning concept and to solicit questions and comments and to present the Plan and request comments, as required by law and;

NOW, THEREFORE BE IT RESOLVED by the Township of Harmony:

1. The Warren County Multi-Jurisdictional Hazard Mitigation Plan, as submitted on September 14, 2021 by the Warren County Department of Public Safety to the New Jersey Office of Emergency Management and submitted on October 13, 2021 to the Federal Emergency Management Agency and subsequently approved by both agencies on November 5, 2021, be and is hereby adopted as an official plan of the County of Warren; with the required yearly updates and minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Township of Harmony departments identified in the Plan are hereby directed to further pursue potential or suggested implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Township of Harmony, and this resolution shall not be interpreted so an to mandate any such appropriation.

4. The Township of Harmony Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the New Jersey Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date agree upon by all stakeholders.

BE IT FURTHER RESOLVED that Kelley Smith, Municipal Clerk forward a certified true copy of this resolution to the Warren County Department of Public Safety. PASSED by the Township Committee of the Township of Harmony on this 7th day of December, 2021.



Endorsement Form

Multi-jurisdictional Hazard Mitigation Plan

Local Jurisdiction:

Name of Municipality

*I have reviewed the Hazard Mitigation Plan and certify
it is consistent with the professional duties of my office.*

MAYOR/ADMINISTRATOR:

Name (print)

Signature

Date

ENGINEER

Name (print)

Signature

Date

FISCAL/CFO

Name (print)

Signature

Date

BUILDING CODE OFFICIAL

Name (print)

Signature

Date

FLOODPLAIN ADMINISTRATOR

Name (print)

Signature

Date

EMERGENCY MANAGER

Name (print)

Signature

Date

LAND USE PLANNER

Name (print)

Signature

Date

PUBLIC WORKS DIRECTOR

Name (print)

Signature

Date

POLICE DEPARTMENT

Name (print)

Signature

Date

FIRE DEPARTMENT

Name (print)

Signature

Date